

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN the Town Clerk of the Town of Bedford will receive sealed bids for the manufacture, furnishing and delivery of Precast Concrete Catchbasins, Manholes, Sumps, Covers, Grates, and other affiliated precast concrete drainage structures and Precast Concrete Block and Half Block.

Bids will be received until 1:00pm, April 9, 2015 at the office of the Town Clerk, 321 Bedford Road, Bedford Hills, New York 10507, at which time they will be publicly opened and read aloud.

Specifications and proposal forms may be downloaded from the bottom of the Town's Department of Public Works website, which can be accessed under the Departments menu at www.bedfordny.gov. Vendors that download the specifications are required to provide their company name, email address, phone number, and mailing address by email to highway@bedfordny.gov in order to receive any bid addenda that may be issued.

Bid prices shall remain in effect for all orders placed for delivery on or before May 1, 2016. The terms, conditions and prices quoted by the vendor awarded this contract may be extended for an additional year (i.e. to May 1, 2017.) if mutually agreeable to both the Town of Bedford and the low bidder. The town will notify the appropriate vendor prior to May 1, 2016 if it is determined by the Town that continuance of this contract is in the town's best interest.

The Town of Bedford reserves the right to accept any bid in whole or in part and to reject any or all bids, as considered to be in the best interests of the Town of Bedford.

No bidder may withdraw their bid within thirty (30) days after the date of the bid opening.

All bids must be enclosed in a sealed envelope plainly marked "Bids for Precast Concrete Catchbasins — April 9, 2015" on the outside of the envelope. Bids to be returned to the TOWN CLERK, 321 Bedford Road, Bedford Hills, New York 10507.

Dated: Bedford Hills, New York
March 20, 2015

TOWN BOARD
OF THE TOWN OF BEDFORD

By: Lisbeth Fumagalli
Town Clerk

GENERAL SPECIFICATIONS

All precast concrete structures and metallic attachments furnished shall conform to the itemized specifications attached hereto and to the applicable requirements of the Standard Specifications of the New York State Department of Transportation, dated January 3, 1978.

Materials shall be delivered in accordance with the itemized specifications on the order of the Public Works Commissioner or designee, Town of Bedford, in quantities as ordered. Delivery price to either the Department of Public Works facilities on Crusher Road or directly to a Public Works job site within the town of Bedford (at the Town's discretion) shall be included in the price quote provided.

Unit prices bid shall be exclusive of any sales, excise or other taxes for delivery to a tax exempt Municipality. Tax exempt certificate number 136007284 covers Public Works Department purchases by the Town of Bedford.

The Town of Bedford reserves the right to purchase material from other vendors as awarded by the State of New York Office of General Services, without notice to the vendor awarded the Town bid.

All suppliers, submitting bids on items in non-conformance with the specifications or delivery time as stated, must submit them on a separate sheet of paper clearly stating the variance between their bid and the specifications. The bid will receive careful consideration if such deviations do not depart from the intent of this specification and are to the best interests of the Town of Bedford.

Additional information on any of the items as given in the detailed specifications may be secured from the office of the Commissioner of Public Works or designee.

Each bid must be signed by a person authorized to do so and each bid must include a certificate of non-collusion and waiver of immunity agreement, as required by law.

Bidders are not to separate the notice and specifications from the proposal form, but must return the same complete.

Bidders must read fill out and sign the attached Indemnification and Hold Harmless Agreement. Additionally, bidders must provide proof of insurance in accordance with the Town of Bedford's insurance requirements MINIMUMUM INSURANCE REQUIRED BY CONTRACTORS & SUBCONTRACTORS (also attached to this document) submit these completed forms / documentation along with their sealed bid submissions.

Unless otherwise indicated by the Town of Bedford, separate bids will be awarded for each item as listed in the proposal.

The Commissioner of Public Works or designee reserves the right to reject any or all bids, to accept any bid or waive any informality in the proposal as deemed advisable in the best interest of the Town of Bedford.

ITEMIZED SPECIFICATIONS

PRECAST CATCH BASINS

Bid prices shall include transportation and delivery to any site in the Town of Bedford.

Pre-cast concrete shall conform to the materials specifications of the Connecticut DOT Form 811.

Grates and Frames shall be fabricated of structural grade steel or cast iron conforming to ASTM standards.

Unless otherwise permitted by the Town of Bedford, Commissioner of Public Works, all grates and frames shall be designed for AASHTO H-20 Loading.

The dimensions for both Connecticut "Type A" 36" sump catchbasin and Connecticut "Type B 48" (as noted in bid items 1-8 below) catch basin are as follows:

Outside (sump & top)	56" x 45"
Top unit height	8"
Wall Thickness & Bottom Slab Height	6"
Knockout Thickness	1" to 1 ½"

"Knockout" panels shall be included buy the vendor on the walls of the Type "A" and "B" basins above to allow the Town to easily attach culvert to the pipe. The town typically attaches 12", 15" and 18" culverts to basins although sizes, on occasion may be greater or less. Prices quoted for the catch basin / manhole sections shall include knockouts as part of the quote.

Additionally vendors are asked to provide price quotes on smaller types of cast concrete catch basins and covers as noted in line items 9 through 14 below.

Unless otherwise noted all catch basins (of whatever size specified in this bid document) shall be manufactured a minimum of 4000 psi Concrete and be steel reinforced in accordance with ASTM requirements.

Catch basins, lids, grates, risers, and all other affiliated components shall be delivered to any site in the Town of Bedford within 3 days after a telephone order.

ITEMIZED SPECIFICATIONS

PRECAST CONCRETE BLOCK

Each concrete block and half block shall include transportation and delivery to any site in the Town of Bedford.

Pre-cast concrete block and half block shall conform to the materials specifications of the Connecticut DOT Form 811.

FULL SIZED CONCRETE BLOCK

Dimensions of full sized concrete block shall be 8'0" long x 24" wide x 32" high

Concrete block shall be made of rebar reinforced 4000 psi concrete and have indentations and

extrusion forms / ridge (or key way) that allow it to be stacked if needed.

HALF SIZED CONCRETE BLOCK

Dimensions of half sized concrete block shall be 4'0" long x 24" wide x 32" high

Dimensions of concrete block half size shall be 4'0" long x 24" wide x 32" high. Half sized concrete block shall be made of rebar reinforced 4000 psi concrete and have indentations and extrusion forms / ridge (or key way) that allow it to be stacked if needed.

Concrete block and half sized concrete block shall be delivered to any site in the Town of Bedford within 3 days after a telephone order.

NON-COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the General Municipal Law of the State of New York
As amended by the Laws of 1966.

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3), above, have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3), above, have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Date

Legal Name of Person, Firm or Corporation

Seal of Corporation:

Business Address of Person, Firm or Corporation

By: _____
Signature and Title

Proposal for Bid Opening April 9, 2015

To: Town Clerk
Town of Bedford
321 Bedford Road
Bedford Hills, NY 10507

We hereby propose to manufacture, furnish and deliver precast concrete catchbasins, sumps, lids, frames, grates, etc. to the Town of Bedford Public Works Department in accordance with the Specifications and Notice, dated April 9, 2015, for catch basins, etc. ordered for delivery on or before May 01, 2016 at unit prices as bid below:

PRECAST CATCH BASINS

ITEM		Cost (including Delivery to Bedford DPW)
1. Type A Catch basin. Outside Dimensions: 56" W x 45"L. Overall outside height of tub only not to exceed 36". Unit is complete including top w/ Frame (top/lid) and Grate. Must have 4 utility anchors to hook it to chain for mounting (i.e. 2 per inside wall on opposite sides of the catch tubs.)	Combination Cost	\$ _____
2. Type B Catch basin. Outside Dimensions: 56" W X 45"L. Overall outside height of tub not to exceed 48". Unit is complete including frame (top/lid) and Grate. Must have 4 utility anchors to hook it with chain for mounting(i.e. 2 per inside wall on opposite sides of the catch tubs.)	Combination Cost	\$ _____
3. Type A Sump. Outside Dimensions: 56" W x 45" L x 36" D.	Per Unit	\$ _____

4. Type B Sump. Outside Dimensions: 56"W x 45" L 48"D.	Per Unit	\$ _____
5. Individual Flat Top with Frame & Grate for Catch basin. Outside Dimensions: 56" W x 45"L.	Per Unit	\$ _____
6. Individual Curb Top with Frame & Grate for Catch basin. Outside Dimensions: 56"W X 45"L	Per Unit	\$ _____
7. Sump Extension for Catch basin. Outside Dimensions 56"W x 45"L x12" High	Per Unit	\$ _____
8. Sump Extension for Catch basin. Outside Dimensions: 56" W x 45"L x 24" High	Per Unit	\$ _____
Add together the total for Line Items 1-8 inclusive and divide by 8:	Add together prices provided in line items 1 – 8 above and divide by 8 to get bid price for conventional sized catch basins and place total on the line item on the right	Total of line items 1 through 8 divided by 8: \$ _____
9. M&M Precast "Catch Baby" (or equivalent) small catch basin. Outside Dimensions not to exceed: 32" L. x 32" W. x 24" D tub (with 4" thick walls and 16" diameter knockout panels.) Unit complete with matching 32" L x 32" W basin	Per Unit Complete (including concrete tub, concrete lid and steel / iron grate.	\$ _____

top with steel / iron frame and grate (grate size: 19.5" x 20")		
10. M&M Precast "Super Baby" (or equivalent) size concrete catch basin Outside Dimensions not to exceed: 36" L x 36" W x 36" D tub (with 4" thick walls and 20 1/2" wide octagon knockout panels.) with knockouts and matching basin top with steel / iron frame and grate.	Per Unit Complete (including concrete tub, concrete lid (i.e. top) and steel / iron grate.	\$ _____
11. Eastern Precast (Drawing Number 2SR3232 or equivalent) concrete catch basin. Outside Dimensions not to exceed: 32" L. x 32" W. x 24" D tub (with 4" thick walls and 14" diameter knockout panels) and matching 32" L x 32" W basin top with steel / iron frame and grate (Drawing Number C3232 – with curb back or Drawing number CL3232 – "curbless" as needed by Bedford DPW)	Per Unit Complete (including concrete tub, concrete lid (i.e. top) and steel / iron grate.	\$ _____
11a. Eastern Precast (Drawing Number 2SR3232 or equivalent) concrete catch basin riser. Outside Dimensions not to exceed: 32" L. x 32" W. x 18" H riser (with 4" thick walls and 14" diameter knockout panels	Per Unit Complete (including concrete tub, concrete lid and steel / iron grate.	\$ _____

ITEM		Cost (Including Delivery
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		to Bedford DPW)
12. Expanded Supply ESP (Drawing Number 107-2424 or equivalent) concrete catch basin. Inside Dimensions not to exceed: 24" L. x 24" W. x 24" D tub (with 6" thick walls and floor and knockout panels) and matching cast iron basin top with cast iron frame and grate.		\$ _____
13. Expanded Supply ESP (Drawing Number 107-3030 or equivalent) concrete catch basin. Inside Dimensions not to exceed: 30" L. x 30" W. x 30" D tub (with 6" thick walls and floor and knockout panels) and matching cast iron basin top with cast iron frame and grate.	Price Complete Ea.	\$ _____
14. Expanded Supply ESP (Drawing Number 107-3036 or equivalent) concrete catch basin. Inside Dimensions not to exceed: 30" L. x 36" W. x 36" D tub (with 6" thick walls and floor and knockout panels) and matching cast iron basin top with cast iron frame and grate	Price Complete Ea.	\$ _____
15. Full Sized Precast Concrete Block: 8'0" L x 24" W x 32" H	Per Unit Complete.	\$ _____
16. Half Sized Precast Concrete Block: 8'0" L x 24" W x 32" H	Per Unit Complete.	\$ _____

17. Heavy Duty Manhole Riser Expanded Supply Adjustable Type 2. (ESP Pattern Number ESP RISER equivalent.) With $\frac{3}{4}$ " sleeve that slides into manhole and $\frac{1}{2}$ " rise above existing grade. Stainless Steel.	Price Ea.	\$ _____
Manhole Adjustment Rings	Price Ea.	\$ _____
18. Manhole Adjusting (Riser) Ring Expanded Supply (ESP Pattern Number ESP 24" x 1 $\frac{1}{2}$ " or equivalent.) Heavy Duty Manhole Extension Ring with ASTM H-20 wheel loading.	Price Ea.	\$ _____
19. Manhole Adjusting (Riser) Ring Expanded Supply (ESP Pattern Number ESP 24" x 2" or equivalent.) Heavy Duty Manhole Extension Ring with ASTM H-20 wheel loading.	Price Ea.	\$ _____
20. Manhole Adjusting (Riser) Ring Expanded Supply (ESP Pattern Number ESP 25 $\frac{3}{4}$ " x 1 $\frac{1}{2}$ " or equivalent.) Heavy Duty Manhole Extension Ring with ASTM H-20 wheel loading.	Price Ea.	\$ _____
21. Manhole Adjusting (Riser) Ring Expanded Supply (ESP Pattern Number ESP 25 $\frac{3}{4}$ " x 2" or equivalent.) Heavy Duty Manhole Extension Ring with ASTM H-20 wheel loading.	Price Ea.	\$ _____

22. Manhole Adjusting (Riser) Ring Expanded Supply (ESP Pattern Number ESP 32" x 2" or equivalent.) Heavy Duty Manhole Extension Ring with ASTM H-20 wheel loading.	Price Ea.	\$ _____
Add together the total for Line Items 17-22 inclusive and divide by 6:	Add together prices provided in line items 17 – 22 above and divide by 6 to get bid price for manhole adjustment rings and place total on the line item on the right	Total of line items 17 through 22 divided by 6: \$ _____

BID PROPOSAL

The award of the bid for “conventional” sized catch basin structures will be made to the lowest responsive vendor based on line items 1 through 8 (inclusive) divided by 8. Therefore, Interested vendors are to add up line items 1 through 8 and divide the sum by 8 and provide the price on the line provided below (this figure will serve as the basis of the bid award for these items only.)

Total lines 1-8 above divided by 8 = \$ _____

The award of the bid for smaller sized catch basins, lids, grates, etc. will be made to the lowest responsive vendor based on line items 9 through 14 individually. Therefore, the price provided on line item 9 alone will serve as the basis of the bid award that particular sized catch basin and that basin only. The price provided on line item 10 alone will serve as the basis of the bid award for the basin specified on line 10 of the bid document only. It may well be that the vendor that is awarded the contract for the catch basin components as itemized in line items 1-8 above is not the

same vendor that is awarded the contract for the smaller sized basin as provided in line item 9. The vendor awarded the contract for the catch basin specified in line item 9 may (or may not) be the same one that is awarded the contract for line item 10, etc.

The award of the bid for the full sized precast concrete block and the half sized concrete block will be made to the lowest responsive vendor based on line items 15 and 16 individually. (i.e. the price provided on line item 15 alone will serve as the basis of the bid award for the full sized precast concrete block portion of this bid proposal and the price provided on line item 16 alone will serve as the basis of the bid award for the half sized precast concrete block portion of this bid proposal.) Again, it may well be that the contractor that is awarded the contract for catch basin components is not the same contractor that is awarded the contract for full and half sized precast concrete block as provided in line items 15 and 16 above.

The award of the Manhole adjustment rings /risers as noted in line items 17-22 above will be made to the lowest responsive vendor based on the sum of the individual prices quoted on line items 17 through 22 (inclusive) divided by 6. Therefore, Interested vendors are to add up the prices for line items 17 through 22 (inclusive) and divide the sum by 6 and provide the price on the line provided below (this figure will serve as the basis of the bid award for these items only.)

Total lines 17-22 above divided by 6 = \$ _____

All prices quoted by vendors bidding above are to include delivery to the Bedford Public Works Department facility located at Crusher Road, Bedford Village, NY or to another job site within the Town of Bedford as requested by the Commissioner of Public Works or designee.

Vendors submitting bids for the items above are requested to provide information listed below:

Company Title/Name:

Company Address:

Company Phone Number: _____

Company Fax Number: _____

Company E-Mail Address

Authorized Company Representative Name: _____

Contact Name and phone (if different): _____

Authorized Company Representative Signature and Title:

Date: _____

Seal of Corporation:



TOWN OF BEDFORD
321 Bedford Road, Bedford Hills, NY 10507

MINIMUM INSURANCE REQUIRED BY CONTRACTORS & SUBCONTRACTORS

Insurance Exhibit

The Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 Per Occurrence/\$2,000,000 Annual Aggregate and including a Waiver of Subrogation.
 - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 011093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, product-completed operations, and personal and advertising injury, blanket contractual including injury to subcontractors employees.

Note: c) Town of Bedford and their agents, officers, directors and employees shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 1185 or an endorsement providing equivalent or broader coverage to Town of Bedford and their agents, officers, directors and employees. The coverage must be underwritten by Insurance Company with at least 'A 7' Best rating as defined by A.M. Best. Coverage for the additional insured shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, include any deductible, maintained by, or provided to, the additional insured's.

d) Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insured's for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 2 years after completion of the Work.

e) XCU may not be excluded

- 2) Automobile Liability
 - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Town of Bedford and their agents, officers, directors and employees shall be included as additional insured on the auto policy.
 - d) Also needs to include waiver of subrogation
- 3) Workers Compensation and Employers Liability and N.Y.S Disability

- a) Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
- b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
- c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
- d) Workers Compensation must include a waiver of subrogation.

NOTE: ACORD forms are not acceptable proof of workers compensation coverage; must provide C-105.2 and Disability to be provided on DB-120.1.

- 4) Property Insurance: The Contractor shall cover materials being installed onsite, in transit, and/or at any other location.
- 5) Owners Contractors Protective Insurance (Required for construction projects in excess of \$200,000) \$1,000,000 Per Occurrence/\$2,000,000. Aggregate, with the Town of Bedford as the named insured.
- 6) Bid, Performance and Labor & Material Bonds – if required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- 7) The Contractor shall not sublet any part of his work without assuming full responsibility for requiring similar insurance from his subcontractors and shall submit satisfactory evidence to that effect to the Town of Bedford. Each such insurance policy, except the Workers' Compensation and Disability policies, shall include The Town of Bedford and their agents, officers, directors and employees as an additional insured.
- 8) Policy shall be endorsed to provide that 30 days written notice prior to cancellation be given to the Town of Bedford. Policies that lapse and/or expire during the term of occupancy shall be re-certified and received by Town of Bedford no less than 30 days prior to cancellation or renewal.
- 9) Contractor acknowledges that failure to obtain such insurance on behalf of the Town of Bedford Constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of Bedford. The contractor/"permitee" is to provide the Town of Bedford with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Town of Bedford to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of Bedford.
- 10) Asbestos/Lead Abatement and Environmental Clean-Up - If applicable. Coverage for the removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 aggregate including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract.

Safety Provisions

The safety provisions of applicable laws, building and construction codes and the safety rules approved by the State Labor Commissioner shall be observed.

The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify the Town representative on the job site.

Hours

No laborer, worker or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The work must be performed between 7:00am to 3:30pm Monday through Friday. Any exceptions out of these hours must have prior approval by the Department Head in charge of the public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers and mechanics employed on a public work project shall not be less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. The prime contractor shall obtain a Prevailing Rate Schedule from the: New York State Department of Labor, Bureau of Public Work, State Office Campus, Bldg. 12, Albany, NY 12240. The prime contractor must provide copies of this schedule to all subcontractors and obtain an affidavit certifying such schedule was received.



**Town of Bedford
321 Bedford Road, Bedford Hills, NY 10507**

Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Contractor/Subcontractor will indemnify and hold harmless the Town of Bedford, its officers, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including reasonable legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Contractor/Subcontractor, its officers, directors, agents, employees and subcontractors, in connection with the performance of any work by or for Contractor/Subcontractor pursuant to any contract, Purchase Order and/or related Proceed Order. Contractor/Subcontractor will defend and bear all costs of defending any actions or proceedings brought against the Town of Bedford, their officers, representatives, agents and employees, arising in any employee of the Contractor/Subcontractor and shall not be limited in any way by an amount or type of damage, compensations, or benefits payable under any applicable workers' compensation, disability benefits or other similar employees benefit act.

The Contractor/Subcontractor hereby expressly permits the Town of Bedford to pursue and assert claims against the Contractor/Subcontractor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

Company Title/Name: _____

Name: _____

Signature: _____

Date: _____

Nature/Scope of Work Being Performed: _____

Please sign, date and return to:

**Town of Bedford
Town Clerk's Office
321 Bedford Road
Bedford Hills, NY 10507**

